

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF RHODE ISLAND**

IN RE: Clarence Brown

B.K. NO: 06-10722  
CHAPTER 13

**OBJECTION TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC. MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

Now comes the Debtor in the above-referenced action, hereby objects to Mortgage Electronic Registration systems, Inc. (creditor) motion for relief from the automatic stay. In support of Debtor's objection see attached Memorandum.

Debtor by his attorney,

/s/ C.Vincent Fay, Esq..  
C. Vincent Fay, Esq. #1326  
Fay Law Associates  
917 Reservoir Avenue  
Cranston, RI 02910  
(401) 944-9600  
(401) 942-7670 (Facsimile)  
MarkF@FayLaw.net

Dated: May 14, 2007

**CERTIFICATION OF SERVICE**

I, the undersigned, hereby certify that on the 14<sup>th</sup> of May, 2007, I electronically filed an objection to relief from the automatic stay with the Clerk of the Bankruptcy Court for the District of Rhode Island using the CM/ECF System. The following participants have been notified electronically: Andrew S. Harmon, Esq., John Boyajian, Esq., Leonard DePasquale, Esq. Office of the U.S. Trustee.

/s/ C.Vincent Fay, Esq..  
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**MEMORANDUM IN SUPPORT OF DEBTOR'S OBJECTION FOR RELIEF  
FROM STAY**

1. The Debtor, Clarence Brown , an owner of the premises located at 22 Ravenswood Avenue, Providence, Rhode Island 02908
2. That the Debtor resides at said address and uses said address as his principal domicile.
3. That on July 19, 2006, said debtor filed a petition under Chapter 13 of Title 11 of the United States Code.
4. That the Debtor lists the value of said real estate as \$263,000.00.
5. That Debtor did in fact enter into a promissory agreement with creditor.
6. That the Creditor is not the only encumbrance on said property.
7. That the Debtor did agree to pay said promissory note in monthly payments.
8. That the debtor is not in default of the loan agreement and is current on all payments owed to the Creditor.
9. That Debtor possesses the ability to pay creditor pursuant to their agreement.
10. The Debtor has been making payments under the agreement.
11. The creditor is not eligible for relief under 11 U.S.C. section 362 (d)(1) the creditor is not irreparably harmed.

Debtor by his attorney,

/s/ C.Vincent Fay, Esq..  
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